



1111 N. Cherry Ave., Room 403
P.O. Box 210109
Tucson, Arizona 85721

Please complete this form and return it to the UA Foundation,
Financial Services Dept., Room 403, "Swede" Johnson Bldg.
Questions regarding this form may be directed to fssupport@uafoundation.org
or 621-5494. **Faxed Copies are not accepted.**

***IMPORTANT: Print individual's name or legal name of business owner if business taxes are filed under individual's Social Security Number. If taxes are filed by your federal business tax ID number, print name of business. Name, address and SS#/Tax ID must be the same as those on file with the IRS.**

Independent Contractor Agreement

Note: The following form is required for payment to an unincorporated business (i.e., sole proprietor) for services. This form is valid on a calendar year basis and must be signed in each year in which payment will be made. Note that the Foundation **cannot pay University employees for services**. The Foundation can pay for awards and honorariums to University employees (NOT using this form, however). Please refer to the [Disbursement Documentation Requirements](#) for further information.

This agreement is made by and between the University of Arizona Foundation, an Arizona non-profit corporation ("Foundation"), and the Independent Contractor ("IC"):

**Full Legal Name - Please Print*

**Social Security No. -OR- Federal Business Tax ID*

**Street Address*

City, State

Zip Code

Telephone No.

AS AN INDEPENDENT CONTRACTOR, IC ACKNOWLEDGES:

1. IC is not an employee (of any department) of the University of Arizona. Acknowledge by initialing here _____
2. The Foundation does not control the means while still retaining the ends of the IC's work.
3. IC is responsible to comply with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed.
4. Foundation does not provide supplies, training, work area or any means to insure job performance, nor does Foundation determine IC's schedule nor require IC to perform work exclusively for the Foundation. The Foundation will not terminate the IC before expiration of the contract period unless IC breaches the contract or violates the laws of the state.
5. Total compensation of this contract is determined by negotiated quotation and IC shall receive payment upon receipt of invoice by the Foundation. The IC agrees to neither consume nor possess alcohol or any illegal substance at the place of business. Any violation of the terms of this section will result in forfeiture of payment.
6. Neither federal, nor state, nor local income tax, nor payroll tax of any kind shall be withheld or paid by the Foundation on behalf of IC or the employees of IC. Neither the IC nor any employee of the IC shall be treated as an employee with respect to the services performed thereunder for federal or state tax purposes, and as such, IC and employees of the IC are not covered by or entitled to unemployment or workers' compensation.
7. IC is responsible to pay, according to law, IC's income tax and social security tax, if applicable.
8. IC is not eligible for, and shall not participate in, any employee pensions, health, or other fringe benefit plan of the Foundation.
9. IC has no authority to enter into contracts or agreements on behalf of the Foundation. This agreement does not create a partnership between the parties.
10. IC is a United States citizen or resident eligible for employment in the United States.
11. This agreement shall expire at midnight December 31st of the calendar year in which form is signed.
12. IC shall protect, defend, indemnify and hold harmless the Foundation and its employees, agents, officers and directors from any and all liabilities, damages, costs, claims, obligations and expenses including, without limitation, attorney's fees, arising out of or in connection with IC's performance.
13. IC certifies the number above is their correct taxpayer identification number and they are not subject to backup withholding.

My signature below indicates I have read and agree to the terms as noted above.

Signature: _____ **Date:** _____